

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
WESTERN DIVISION**

AVENTURE COMMUNICATIONS  
TECHNOLOGY, L.L.C., AN IOWA  
LIMITED LIABILITY COMPANY,

PLAINTIFF,

vs.

SPRINT COMMUNICATIONS COMPANY,  
L.P., D/B/A SPRINT, A DELAWARE  
LIMITED PARTNERSHIP; AND QWEST  
COMMUNICATIONS CORPORATION,  
D/B/A QWEST LONG DISTANCE, A  
DELAWARE CORPORATION,

DEFENDANTS.

CASE NO. C07-4094 MWB

**AMENDED COMPLAINT  
AND JURY DEMAND**

The plaintiff, for its claims against the defendants, states:

**ALLEGATIONS COMMON TO ALL COUNTS**

1. Plaintiff, Aventure Communications Technology, L.L.C., is a limited liability company organized and existing under the laws of Iowa, with its principal place of business in Sioux City, Iowa.

2. Upon information and belief, the defendant, Sprint Communicatinos Company, L.P., d/b/a Sprint, is a limited partnership organized and existing under the laws of the state of Delaware and having its principal place of business in a state other than Iowa. Defendant regularly does business in the state of Iowa.

3. Upon information and belief, the defendant Qwest Communications Corporation, d/b/a Qwest Long Distance, is a corporation organized and existing under the laws of the State of Delaware and having its principal place of business in a state other than Iowa. Defendant regularly does business in the state of Iowa.

4. This court has jurisdiction pursuant to 28 U.S.C. Section 1332. There is diversity jurisdiction because the plaintiff is a limited liability company organized and existing under the laws of the state of Iowa and each of the defendants are entities that are incorporated and that have their principal places of business in states other than Iowa.

5. The amount in controversy, as to each defendant, exceeds \$75,000.00, exclusive of interest and costs.

6. Venue is proper in this district pursuant to 28 U.S.C. Section 1391(a)(2) and (3).

7. The plaintiff is a competitive local exchange carrier ("CLEC") which provides telephone and other services to the homes and businesses of its customers. Plaintiff also provides originating and terminating access services to long distance companies, which allow the long distance companies to transmit long distance calls to the homes and businesses of plaintiff's customers.

8. Each of the defendants is an interexchange (i.e., long distance) carrier who provides long distance service.

9. Each of the defendants have utilized the originating and terminating services provided by plaintiff.

10. Plaintiff charges for this service in accordance with the applicable rates set forth in its tariffs filed with the Federal Communication Commission ("FCC") and the Iowa Utilities Board ("IUB").

**COUNT I – CLAIMS AGAINST SPRINT COMMUNICATIONS COMPANY, L.P.**

11. Plaintiff realleges paragraphs 1 through 10 and incorporates them here.

12. Beginning on September 1, 2006, and on the first day of each month thereafter, plaintiff has billed defendant, Sprint Communications Company, L.P., for use of its services in

accordance with the applicable rates set forth in its tariffs filed with the FCC and the IUB.

Through October 1, 2007, the total amount due plaintiff from said defendant on said billings is \$971,061.73.

13. Defendant, after demand, has intentionally failed and refused to pay plaintiff for said services on said unpaid amounts.

14. Despite its intentional failure and refusal to pay plaintiff its lawful billed charges for said services, defendant continues to utilize the originating and terminating services provided by plaintiff and the amount due plaintiff from said defendant for these services continues to accrue.

15. Defendant's refusal to pay for said services is intentional, willful and malicious, represents illegal self-help under applicable FCC rules and regulations, and entitles plaintiff to an award of punitive damages against said defendant.

WHEREFORE, plaintiff prays for money judgment against the defendant, Sprint Communications Company, L.P., in the amount of \$971,061.73 plus accruing charges up through the time of trial, plus interest as allowed by law and the costs of this action. Plaintiff further prays for an award of punitive damages against said defendant in an appropriate sum to punish said defendant and to deter others from such conduct.

**COUNT II – CLAIMS AGAINST QWEST COMMUNICATIONS CORPORATION**

16. Plaintiff realleges paragraphs 1 through 10 of this Complaint and incorporates them here.

17. Beginning on September 1, 2006, and on the first day of each month thereafter, plaintiff has billed defendant, Qwest Communications Corporation, for use of its services in accordance with the applicable rates set forth in its tariffs filed with the FCC and the IUB.

Through October 1, 2007, the total amount due plaintiff from said defendant on said billings is \$233,426.50.

18. Defendant, after demand, has intentionally failed and refused to pay plaintiff for said services on said unpaid amounts.

19. Despite its intentional failure and refusal to pay plaintiff its lawful billed charges for said services, defendant continues to utilize the originating and terminating services provided by plaintiff and the amount due plaintiff from said defendant for these services continues to accrue.

20. Defendant's refusal to pay for said services is intentional, willful and malicious, represents illegal self-help under applicable FCC rules and regulations, and entitles plaintiff to an award of punitive damages against said defendant.

WHEREFORE, plaintiff prays for money judgment against the defendant, Qwest Communications Corporation, in the amount of \$233, 426.50 plus accruing charges up through the time of trial, plus interest as allowed by law and the costs of this action. Plaintiff further prays for an award of punitive damages against said defendant in an appropriate sum to punish said defendant and to deter others from such conduct.

**JURY DEMAND**

Plaintiff demands trial by jury on all factual issues herein.

**LUNDBERG LAW FIRM, P.L.C.**

**By: /S/ PAUL D. LUNDBERG**

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